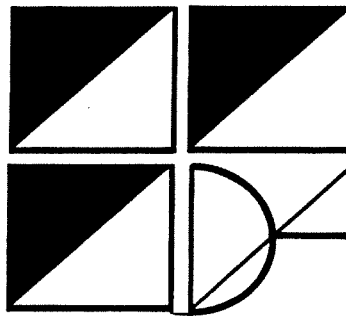


EXHIBIT 45

GENERAL CONDITIONS



DORMITORY AUTHORITY -- STATE OF NEW YORK

Main Office
515 Broadway
Albany, New York 12207
(518) 257-3000

New York City Office
One Penn Plaza, 52nd Floor
New York, New York 10119-0098
(212) 273-5000

TABLE OF CONTENTS

ARTICLE	Page
1 -- DEFINITIONS	1
2 -- CONTRACT DOCUMENTS	2
Section 2.01 - Captions	2
2.02 - Conflicting Conditions	2
2.03 - Notice and Service Thereof	3
2.04 - Nomenclature	3
2.05 - Invalid Provisions	3
3 -- INTERPRETATION OF CONTRACT DOCUMENTS	3
Section 3.01 - Owner	3
3.02 - Meaning and Intent of Contract Documents	4
3.03 - Order of Preference	4
4 -- MATERIALS AND LABOR	4
Section 4.01 - Contractor's Obligations	4
4.02 - Contractor's Title to Materials	5
4.03 - "Or Equal" Clause	5
4.04 - Quality, Quantity and Labeling	5
5 -- CONTRACTOR	6
Section 5.01 - Supervision by Contractor	6
5.02 - Representations of Contractor	6
5.03 - Copies of Contract Documents for Contractors	7
5.04 - Meetings	7
5.05 - Related Work	7
5.06 - Errors or Discrepancies	7
6 -- SITE CONDITIONS	8
Section 6.01 - Subsurface or Site Conditions	
Found Different	8
6.02 - Verifying Dimensions and Conditions	8
6.03 - Surveys	9
7 -- INSPECTION AND ACCEPTANCE	9
Section 7.01 - Access to the Work	9
7.02 - Notice for Testing	9
7.03 - Reexamination of Work	9
7.04 - Inspection of Work	9
7.05 - Defective or Damaged Work	10
7.06 - Testing	10
7.07 - Acceptance	10
8 -- CHANGES IN THE WORK	10
Section 8.01 - Changes	10
8.02 - Overhead and Profit Allowance	12

ARTICLE	Page
8.03 - Form of Change Orders	14
9 -- TIME OF COMPLETION.....	14
Section 9.01 - Time of Completion.....	14
10-- TERMINATION OR SUSPENSION.....	15
10.01 - Termination for Cause	15
10.02 - Termination for Convenience of Owner.....	16
10.03 - Owner's Right to do Work	16
10.04 - Suspension of Work.....	16
11 -- DISPUTES	17
Section 11.01 - Claims for Extra Work	17
11.02 - Claims for Delay	18
11.03 - Finality of Decisions.....	18
12 -- SUBCONTRACTS	18
Section 12.01 - Subcontracting.....	18
13 -- CONTRACT COORDINATION AND COOPERATION.....	19
Section 13.01 - Cooperation with Other Contractors.....	19
13.02 - Separate Contracts	20
13.03 - Coordinated Composite Drawings.....	21
14 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY.....	21
Section 14.01 - Accident Prevention	21
14.02 - Safety Programs.....	21
14.03 - Protection of Work and Property	21
14.04 - Adjoining Property	22
14.05 - Risks Assumed by the Contractor.....	22
15 -- INSURANCE AND CONTRACT SECURITY	25
Section 15.01 - Insurance Provided by Contractor	25
15.02 - Builders Risk.....	29
15.03 - General Conformance	29
15.04 - Contract Security	29
15.05 - Additional or Substitute Bond	30
15.06 - Failure to Comply with Provisions of Article 15	30
16 -- USE OR OCCUPANCY PRIOR TO ACCEPTANCE --	
BY OWNER	30
Section 16.01 - Occupancy Prior to Acceptance.....	30
17 -- PAYMENT.....	31
Section 17.01 - Provision for Payment	31
17.02 - Acceptance of the First Payment Pursuant to Section 17.01 D. of the Contract Constitutes Release	32
17.03 - Release and Consent of Surety	33

ARTICLE	Page
17.04 - Liens	33
17.05 - Withholding of Payments	33
17.06 - Owner's Right to Audit and Inspection of Records	33
18 -- TAX EXEMPTION.....	34
Section 18.01 - Tax Exemption	34
19 -- GUARANTEE	34
Section 19.01 - Guarantee	34
20 -- STANDARD PROVISIONS.....	35
Section 20.01 - Provisions Required by Law Deemed Inserted.....	35
20.02 - Compliance with Laws, Rules & Regulations.....	35
20.03 - Laws Governing the Contract.....	35
20.04 - Assignments.....	35
20.05 - No Third Party Rights.....	35
20.06 - Contract Deemed Executory.....	35
20.07 - Anti-Riot Provisions.....	35
20.08 - Fair Trade Exemption.....	36
20.09 - Domestic Steel.....	36
20.10 - Protection of Lives and Health	36
20.11 - Prohibited Interests	38
20.12 - Labor Law Provisions.....	38
20.13 - Nondiscrimination	41
20.14 - Limitation on Actions.....	42
20.15 - Waiver of Remedies	43
20.16 - Waiver of Certain Causes of Action.....	43
20.17 - Contractor Relationship.....	43
20.18 - Failure to Comply with this Article	43
20.19 - Third Party Beneficiary Relationship.....	43
21 -- AFFIRMATIVE ACTION	43
Section 21.01 - Affirmative Action	43
22 -- EXECUTIVE ORDER NO. 125 - N.Y.S. UNIFORM CONTRACTING QUESTIONNAIRE.....	52
Section 22.01 - Determination of Contract Responsibility	52
22.02 - Uniform Contracting Questionnaire	52
22.03 - Affidavit of No Change	53

ARTICLE 1 – DEFINITIONS

Section 1.01 - The following terms as used in the Contract Documents shall be defined as follows:

Authority - Dormitory Authority of the State of New York, a public benefit corporation with its principal office located at 515 Broadway, Albany, New York, 12207-2964.

Beneficial Occupancy - The use, occupancy or operation by the Owner of the Work or any part thereof as evidenced by a notification of Beneficial Occupancy executed by the Owner.

Client - The entity for whom the Dormitory Authority is performing services, including subsidiaries, agents, related corporations or fiduciaries.

Construction Completion - Acceptance by the Owner of the Work as evidenced by a Notification of Construction Completion executed by the Owner.

Construction Manager - A person, persons, firm, partnership or corporation, regularly engaged in the management of construction projects, and so designated by the Owner.

Consultant - A person, persons, firm, partnership or corporation providing Architectural, Engineering, or other professional services, and so designated by the Owner.

Contract - The agreement between the Owner and the Contractor consisting of the Contract Documents including all amendments and supplements thereto.

Contract Documents - The Contract, Notice to Bidders, Information for Bidders, Form of Bid, General Conditions, General Requirements, Bonds, Drawings, Specifications, Addenda, Change Orders, and any supplementary data together with all provisions of law deemed to be inserted in the Contract.

Contractor - A person, persons, firm, partnership or corporation with whom the Contract is entered into by the Owner to perform the Work.

Extra Work - Any work in addition to the Work initially required to be performed by the Contractor pursuant to the Contract.

Furnish - To deliver to the site ready for installation.

Install - To unload at the delivery point at the Site and perform every operation necessary to establish secure mounting and correct operation at the proper location.

Owner - Dormitory Authority

Owner's Representative - A person, persons, firm, partnership or corporation so designated by the Owner.

Project - Work at the site(s) carried out pursuant to one or more sets of Contract Documents.

Provide - To Furnish and Install complete in place and ready for operation and use.

Shop Drawings - Diagrams, fabrication drawings, illustration, schedules, test data, performance charts, cuts brochures and other data which are submitted by the Contractor and illustrate any portion of the Work.

Site - The area within the Contract limit, as indicated by the Contract.

Subcontract - An agreement between the Contractor and Subcontractor for work on the Site.

Subcontractor - A person, persons, firm, partnership or corporation under contract with the Contractor, or under contract with any subcontractor, to provide labor and material at the site.

Substantial Completion - Stage of construction at which the Owner determines there is a minimal amount of the Work to be completed, or work to be corrected.

Work - The performance of all obligations imposed upon the Contractor by the Contract.

ARTICLE 2 – CONTRACT DOCUMENTS

Section 2.01 - Captions

The table of contents, titles, captions, headings, running headlines, and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

Section 2.02 - Conflicting Conditions

Should any provision in any of the Contract Documents be in conflict or inconsistent with any of the General Conditions or Supplements thereto, the General Conditions or Supplements thereto shall govern.

Section 2.03 - Notice and Service Thereof

Any notice to the Contractor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is mailed to the Contractor at the last address given by the Contractor, or when delivered in person to said Contractor or the Contractor's authorized representative.

Section 2.04 - Nomenclature

Materials, equipment or other Work described in words which have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Contract.

Section 2.05 - Invalid Provisions

If any term or provision of the Contract Documents or the application thereof to any person, firm or corporation or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Contract Documents, or the application of such terms or provisions to persons, firms or corporations or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Contract Documents shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE 3 – INTERPRETATION OF CONTRACT DOCUMENTS

Section 3.01 - Owner

- A. The Owner shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Owner shall determine the amount, quality, acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided. In the event that any question arises between the Owner and Contractor concerning the Contract, the decision of the Owner shall be a condition precedent to the right of the Contractor to receive any money or payment under the Contract.
- B. Any differences or conflicts concerning performance which may arise between the Contractor and other Contractors performing Work for the Owner shall be adjusted and determined by the Owner.
- C. The Owner may act through a representative designated by the Owner.